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Clerks Office to Court
Held to H.V.

Mar 22nd 1892

The foregoing Deed of Lease from H. L. Smith to the South Penn Oil Co was this day admitted to Record together with the certificate thereto annexed.

H.R. Thompson
Clerk.

John Blackshere, A.H. Prichard
A.H. Prichard, N.S. Beatty and
Chas. C. Mills.

To

South Penn Oil Company
Admitted to Record

Mar 22nd 1892.

A.H. Prichard, Newton, S. Beatty and Chas. C. Mills all of
Mannington District County of Marion WV parties
of the first part, and the South Penn Oil Company
of Oil City Pa party of the second part:

Witnesseth; That the said parties of the first part
for and in consideration of the sum of One Dollar
to them in hand well and truly paid by the said
party of the second part, the receipt of which is
hereby acknowledged, and of the covenants and
agreements hereinafter contained on the part of
the said party of the second part, to be paid,
kept and performed, have granted, demised, leased
and let, and by these presents do grant, demise
lease and let unto the said party of the second
part, its heirs, executors, administrators or
assigns, for the sole and only purpose of mining
and operating for oil and gas, and of laying pipes
lines, and of building tanks, stations and
structures thereon to take care of the said
products, all that certain tract of land situated
in Grant District West Virginia, and State of
West Virginia bounded substantially as
follows:

On the North by lands of H. L. Smith, Hood Morgan,
John H. Storky and others

On the East by lands of the Hermine Survey - now
known as the L. D. Robinson tract

On the South by lands of Lee Falkington, and
others (about the Doddridge County line)

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On the West by lands of the Deschmet lands and others. These being the same lands conveyed to Charles W. Wells by S. H. Leonard special commissioner containing Thirty-eight hundred acres, more or less, reserving, however, therefrom, an acre around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of Five years from this date, and as much longer as the premises are operated for oil or gas, or as the rent for failure to commence operations is paid.

In Consideration of the Premises the said party of the second part covenants and agrees: 1st. To deliver in the pipe lines to the credit of the first parties, their heirs or assigns, free of cost, the equal one eighth part of all oil produced and saved from the leased premises; And 2d. To pay Two hundred dollars per year for the gas from each and every gas well drilled on said premises the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm, to bury gas lines two feet below the surface when notified so to do; and pay all damages to growing crops by reason of operations; and further, to complete four wells on this lease within two years from the date hereof, unavoidable delay excepted, or in case of failure so to do, to pay thereafter an annual rental of one dollar per acre per annum dollars directly to the first parties, or by deposit to their credit in the Exchange Bank of Mannington W. Va. until such well shall be completed or this lease surrendered for cancellation. It is agreed and understood that the rental at the rate of one dollar per acre per annum is to commence from the date of this lease (Feb. 20/89 21)